

EXHIBIT 2

**Before the
STATE OF GEORGIA
PUBLIC SERVICE COMMISSION**

**PETITION FOR RULES AND
COMPLAINT OF AMERICAN
COMMUNICATION SERVICES OF
COLUMBUS, INC. AGAINST BELL SOUTH
TELECOMMUNICATIONS, INC.
REGARDING ACCESS TO UNBUNDLED
LOOPS.**

DOCKET NO. 7212-U

DIRECT TESTIMONY

OF

C. WILLIAM STIPE, III

ON BEHALF OF

AMERICAN COMMUNICATION SERVICES OF COLUMBUS, INC.

APRIL 9, 1997

**Before the
STATE OF GEORGIA
PUBLIC SERVICE COMMISSION**

PETITION FOR RULES AND
COMPLAINT OF AMERICAN
COMMUNICATION SERVICES OF
COLUMBUS, INC. AGAINST BELL SOUTH
TELECOMMUNICATIONS, INC.
REGARDING ACCESS TO UNBUNDLED
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DOCKET NO. 7212-U

DIRECT TESTIMONY OF C. WILLIAM STIPE, III

1 **Q. PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

2 **A. My name is C. William Stipe III and my position is Vice President - Switched**
3 **Engineering and Operations of American Communications Services, Inc. ("ACSI").**
4 **My business address is 131 National Business Parkway, Suite 100, Annapolis Junction,**
5 **Maryland 20701.**

6 **Q. PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND BACKGROUND.**

7 **A. I joined ACSI in 1996 and serve as Vice President - Switched Engineering and**
8 **Operations. Prior to joining ACSI, I had twenty-four years of experience in the**
9 **telecommunications industry working for Bell Atlantic Corporation. I have held a**
10 **number of positions with Bell Atlantic, and most recently, since 1994, as Director -**
11 **Financial Systems. From 1991 to 1994, I served as Director - Product Profitability and**
12 **Transfer Pricing. In that position, I operated and enhanced a Product Profitability**
13 **reporting system. I also developed and implemented a Transfer Pricing process for**
14 **Line of Business financial reporting. From 1987 to 1991, I was the Director -**
15 **Customer Business Services, responsible for pricing and costing multi-year service**
16 **contracts in competitive proposals to Bell Atlantic's largest commercial and government**
17 **customers. From 1972 to 1987, I held a variety of engineering and management**

1 positions of increased responsibility. I received my Bachelor of Science in Electrical
2 Engineering from Virginia Tech in 1972, and my M.B.A. from Virginia
3 Commonwealth University in 1984.

4 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

5 **A.** I have not testified live before the Commission; however, I did provide prefiled direct
6 testimony in ACSI's arbitration against BellSouth which concluded in settlement.¹

7 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE OTHER STATE PUBLIC**
8 **UTILITY COMMISSIONS?**

9 **A.** Yes, I have testified before the D.C. and Maryland Public Service Commissions.

10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 **A.** The purpose of my testimony is to provide technical and other detail as to the problems
12 ACSI has had providing service using BellSouth's unbundled loops, particularly the
13 problem of BellSouth arbitrarily disconnecting ACSI's customers without warning.

14 **Q. IS ACSI CONTINUING TO EXPERIENCE DIFFICULTIES IN PROVIDING**
15 **COMPETITIVE SERVICES USING UNBUNDLED ELEMENTS PURCHASED**
16 **FROM BELL SOUTH?**

17 **A.** Yes. In February, ACSI customers experienced volume problems and suffered service
18 disruptions. The volume problems were the result of BellSouth's technical design for
19 the unbundled loops that resulted in significant loss of eight (8) decibels. BellSouth has
20 apparently corrected this problem.

21 Three of ACSI's customers suffered unexplained service disconnection in
22 February 1997. These three disconnected customers were Country's Barbecue,
23 Jefferson Pilot, and Columbus Tire. The disconnection to Country's Barbecue, a
24 restaurant with five locations in Columbus, took place on Friday, February 21, 1997 at
25 approximately 4:45 p.m., just prior to the dinner hour. The owner of Country's

¹ Docket No. 6854-U.

1 Barbeque is an active member of the Chamber of Commerce and a highly visible
2 citizen of the Columbus, Georgia community. Country's Barbecue takes orders by
3 phone, and relies upon phone orders to provide take-out service at the dinner hour.
4 Service was disconnected for two hours at all five locations.

5 The disconnection by BellSouth of Jefferson Pilot took place on Friday,
6 February 21, 1997, also in the evening. Jefferson Pilot receives facsimiles from its
7 home office on Friday afternoon. This disconnection prevented Jefferson Pilot from
8 receiving such facsimiles on Friday and over the weekend and significantly disrupted its
9 business. The following week Jefferson Pilot terminated ACSI service and returned to
10 BellSouth service.

11 The disconnection of Columbus Tire took place on Monday, February 24, 1997
12 and, as with the other two disconnections, significantly disrupted its business. The
13 customer's service was disrupted in the late afternoon and was down for almost an hour
14 and was restored only as a result of aggressive efforts on the part of ACSI employees.

15 Q. TO WHAT DO YOU ATTRIBUTE THE PROBLEMS OF BELL SOUTH
16 DISCONNECTING ACSI'S CUSTOMERS?

17 A. Ultimately, only BellSouth can fully answer this question, and no satisfactory answer
18 thus far has been provided. Clearly, BellSouth is working on ACSI's lines without
19 notifying ACSI. Based on my conversations with BellSouth and more than twenty-five
20 years working in the telecommunications industry, it appears that BellSouth may be
21 experimenting with the provisioning of ACSI's unbundled loops during business hours.
22 BellSouth has also characterized at least one disconnection as a "disconnect in error."

23 Q. TO WHAT DO YOU ATTRIBUTE THE BELL SOUTH PROBLEM OF
24 PROVISIONING UNBUNDLED LOOPS WITH EXCESSIVE DECIBEL
25 LOSSES?

1 A. BellSouth has explained that the volume losses are the unanticipated result of their loop
2 design. According to BellSouth the problem emanates from a fault in the design
3 module in the TIRKs system. This fault is introducing an additional seven (7) decibels
4 of loss into ACSI's circuits. Despite the fact that BellSouth knew this was a potential
5 problem, it did not proactively seek to resolve this problem in cooperation with ACSI
6 but rather waited to ACSI trouble reports before taking action.

7 Q. **HAVE THESE CONTINUING PROBLEMS CAUSED ACSI TO LOSE**
8 **CUSTOMERS OR SUFFER DAMAGE TO ITS REPUTATION AS A PROVIDER**
9 **OF QUALITY SERVICES?**

10 A. Yes. ACSI lost two of the three customers disconnected in February—Country's
11 Barbecue, at five locations, and Jefferson Pilot. All of the customers that were
12 disconnected from service complained to ACSI and were extremely unhappy with the
13 fact that they were disconnected, and several were furious. At least one customer,
14 Jefferson Pilot, expressed the opinion that it did not matter whether the fault lay with
15 BellSouth; what mattered was that his company was no longer receiving seamless
16 service. Country's Barbeque fully recognized that BellSouth was at fault, but could not
17 afford to fight ACSI's battles for ACSI. The customer emphasized that his business
18 was dependent upon his telephone service. One customer, Country's Barbeque, was so
19 furious that he drove across town to ACSI to complain.

20 Q. **DOES THIS CONCLUDE YOUR TESTIMONY?**

21 A. Yes, it does.
22

CERTIFICATE OF SERVICE

I certify that I have this day served a copy of the foregoing Direct Testimony of Nancy Murrah and the Direct Testimony of William C. Stipe III in Docket No. 7212-U upon the following persons by causing copies of the same to be placed in an envelope with adequate postage affixed thereon and deposited in the United States Mail addressed as follows:

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This 9th day of April, 1997.

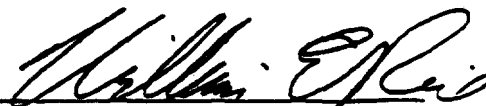

William E. Rice

EXHIBIT 3

**Before the
STATE OF GEORGIA
PUBLIC SERVICE COMMISSION**

**PETITION FOR RULES AND
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LOOPS.**

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DOCKET NO. 7212-U

REBUTTAL TESTIMONY

OF

C. WILLIAM STIPE, III

ON BEHALF OF

AMERICAN COMMUNICATION SERVICES OF COLUMBUS, INC.

APRIL 30, 1997

**Before the
STATE OF GEORGIA
PUBLIC SERVICE COMMISSION**

PETITION FOR RULES AND)
COMPLAINT OF AMERICAN)
COMMUNICATION SERVICES OF)
COLUMBUS, INC. AGAINST BELL SOUTH)
TELECOMMUNICATIONS, INC.)
REGARDING ACCESS TO UNBUNDLED)
LOOPS.)

DOCKET NO. 7212-U

REBUTTAL TESTIMONY OF C. WILLIAM STIPE, III

1 **Q. PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

2 **A. My name is C. William Stipe III and my position is Vice President - Switched**
3 **Engineering and Operations of American Communications Services, Inc. ("ACSI").**
4 **My business address is 131 National Business Parkway, Suite 100, Annapolis Junction,**
5 **Maryland 20701.**

6 **Q. HAVE YOU PREVIOUSLY PREFILED TESTIMONY IN DOCKET NO. 7212-U?**

7 **A. Yes. I filed direct testimony on behalf of ACSI on April 9, 1997.**

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9 **A. The purpose of my testimony is to respond to statements by BellSouth**
10 **Telecommunications, Inc. "(BellSouth") witness K. Milner concerning problems**
11 **experienced by three of ACSI's customers in February 1997, and to provide updated**
12 **information regarding continuing service quality problems experienced by ACSI with**
13 **unbundled loops provisioned by BellSouth.**

14 **Q. DID YOUR PREFILED DIRECT TESTIMONY DISCUSS SERVICE QUALITY**
15 **PROBLEMS EXPERIENCED BY ACSI'S CUSTOMERS SERVED BY**
16 **UNBUNDLED LOOPS PROVIDED BY BELL SOUTH?**

1 A. Yes. My direct prefiled testimony discussed service quality problems experienced by
2 Country's Barbeque, Jefferson Pilot and Columbus Tire in February of 1996. These
3 problems involved excessive volume losses on BellSouth unbundled loops and problems
4 of service disruption.

5 Q. **PLEASE COMMENT ON THE ASSERTIONS BY BELL SOUTH WITNESS**
6 **MILNER REGARDING THE PROBLEMS EXPERIENCED BY COUNTRY'S**
7 **BARBEQUE.**

8 A. BellSouth admits that excessive decibel losses were experienced on some of the circuits
9 provided to Country's Barbeque. This decibel in a busy restaurant was completely
10 unacceptable to Country's Barbeque and ultimately caused the company to switch back
11 to BellSouth. However, BellSouth in claiming that only some of the circuits were
12 defective, appears to fault ACSI for turning in trouble reports on all of the circuits.
13 BellSouth states that only 7 of the 13 circuits involved experienced excessive decibel
14 losses because these circuits involved interoffice facilities as opposed to straight copper
15 loops. ACSI disagrees with BellSouth that it should not have submitted trouble reports
16 on all 13 circuits. ACSI responded quickly upon detecting its customers' volume loss.

17 BellSouth claims that the service disruption experienced by Country's Barbeque
18 was not the result of a disconnecting error, but rather BellSouth's taking the circuits
19 down for maintenance concerning the low volume problem. BellSouth fails to explain
20 why it failed to notify ACSI or ACSI's customer prior to taking such lines down. It is
21 apparently BellSouth's contention that a trouble report gives it unilateral discretion to
22 take lines down for maintenance. This lack of notification is the source of much
23 distress to ACSI and its customers, and appears to stem from BellSouth's continuing to
24 behave as the monopolist provider of service. Such lack of coordination in performing
25 maintenance demonstrates BellSouth's indifference to competition. Had BellSouth

1 coordinated this maintenance shutdown, ACSI could have possibly retained Country's
2 Barbeque as a customer.

3 **Q. PLEASE COMMENT ON BELL SOUTH WITNESS MILNER'S ASSERTIONS**
4 **REGARDING THE PROBLEMS EXPERIENCED BY JEFFERSON PILOT.**

5 **A.** BellSouth claims to have no record of the service disruption experienced by Jefferson
6 Pilot. However, as I explained in my prefiled direct testimony, Jefferson Pilot
7 informed ACSI that its phone service, which also acts as a facsimile line, was
8 dysfunctional at a time that precluded Jefferson Pilot from receiving facsimiles from its
9 home office. Service was coincidentally down at the same time and date as service to
10 Country's Barbeque. BellSouth's mere denial of this outage does not lessen the impact
11 on Jefferson Pilot or ACSI.

12 **Q. PLEASE COMMENT ON BELL SOUTH WITNESS MILNER'S ASSERTIONS**
13 **REGARDING THE PROBLEMS EXPERIENCED BY COLUMBUS TIRE.**

14 **A.** Mr. Milner's testimony states that the problem affecting Columbus Tire also affected
15 BellSouth customers. BellSouth admits this problem was the result of human error.
16 While ACSI is not unsympathetic to the service disruptions experienced by BellSouth's
17 customers, service disruptions to ACSI's customers are on average significantly more
18 prevalent than outages to BellSouth customers. Without comprehensive performance
19 reporting, ACSI is required to rely upon BellSouth ad-hoc rationalizations for each new
20 disruption or outage.

21 **Q. PLEASE SUMMARIZE ACSI'S POSITION REGARDING THE THREE**
22 **CUSTOMERS THAT EXPERIENCED VOLUME AND SERVICE DISRUPTION**
23 **PROBLEMS IN FEBRUARY.**

24 **A.** BellSouth has admitted that design problems and human error were responsible for the
25 excessive volume losses and service disruptions experienced by two of the three
26 customers described in my prefiled direct testimony. As a result of these service

1 quality problems related to BellSouth unbundled loops, two of the three customers,
2 Country's Barbeque and Jefferson Pilot, terminated service with ACSI and returned to
3 BellSouth.

4 **Q. HAS ACSI CONTINUED TO EXPERIENCE SERVICE QUALITY PROBLEMS**
5 **WITH UNBUNDLED LOOPS FROM BELL SOUTH SINCE FEBRUARY?**

6 **A.** Yes. ACSI has experienced excessive cutover intervals, number portability problems
7 and service disruptions which continue to persist.

8 **Q. PLEASE DESCRIBE THE EXCESSIVE CUTOVER INTERVALS**
9 **EXPERIENCED BY ACSI.**

10 **A.** ACSI's Interconnection Agreement with BellSouth requires a 5-minute cutover interval.
11 Attached to my testimony is a chart marked Exhibit No. ____ (ACSI-6) which shows the
12 cutover intervals for ACSI unbundled loops provisioned by BellSouth during mid-
13 April. This chart demonstrates that BellSouth has been unable to meet the 5-minute
14 cutover interval. Further, several of the cutover intervals have exceeded two hours.
15 Even considering that these orders involve multiple lines, such intervals are excessive.
16 Customers are likely to be reluctant to switch to competitive providers when faced with
17 the prospect of such lengthy disruptions. Despite the passage of five months' time,
18 BellSouth still has not conformed its loop cutover intervals to the Interconnection
19 Agreement, and is still routinely cutting customers over in unacceptable intervals.
20 BellSouth is also routinely starting cutovers late (a mere matter of punctuality) which
21 exacerbates lengthy cutovers when they occur.

22 **Q. PLEASE DESCRIBE THE NUMBER PORTABILITY AND SERVICE**
23 **DISRUPTION PROBLEMS ACSI HAS CONTINUED TO EXPERIENCE.**

24 **A.** On the morning of Wednesday, April 23, multiple ACSI customer lines could not be
25 reached due to a busy signal which was later determined to be the result of a BellSouth

1 number portability provisioning error. This caused an hour-and-a-half service
2 disruption.

3 **Q. PLEASE EXPLAIN YOUR UNDERSTANDING OF THE SOURCE OF THIS**
4 **PROBLEM.**

5 A. Apparently, BellSouth places an Simulated Facilities Group ("SFG") value of two
6 against each of their ported numbers coming to ACSI. The SFG is a required field in
7 the switch translators when building remote call forwarding. ACSI was told that when
8 the 1½ hour disruption occurred, it was because a craft level employee inadvertently
9 reset the SFG value to zero on one switch. The problem therefore affected all
10 customers served from that switch.

11 **Q. HAS THIS SFG QUESTION ARISEN ON OTHER DATES?**

12 A. Yes. On Monday, April 21, 1997, at 10:00 A.M., BellSouth was scheduled to port
13 four lines for Rodgers Mortgage. At 11:15 A.M., BellSouth called to say that they
14 could not reach the number. The SFG setting proved to be the problem, which was
15 resolved at approximately 12:15 P.M.

16 **Q. PLEASE COMMENT ON BELL SOUTH WITNESS MILNER'S ASSERTIONS**
17 **THAT BELL SOUTH IS NOT EXPERIMENTING WITH PROVISIONING ACSI**
18 **LOOPS.**

19 A. The number of design problems and human errors experienced in the provisioning of
20 ACSI's loops suggests that BellSouth is not adequately prepared to provide unbundled
21 loops in Georgia. Rather, BellSouth appears to be proceeding by a trial-and-error
22 process with ACSI's customers suffering the consequences. As the first company to
23 order unbundled loops from BellSouth in Georgia, ACSI is bearing the brunt of
24 BellSouth's attempts to create systems which should have been developed and perfected
25 months if not years earlier.

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2 A. Yes, it does.

EXHIBIT 4

**INTERCONNECTION AGREEMENT
BETWEEN ACSI AND BELL SOUTH**

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ATTACHMENT A (Operating Subsidiaries of American Communications Services, Inc.)

ATTACHMENT B (Definitions)

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ATTACHMENT D (SPNP-RCF Interim Costs)

ATTACHMENT E (SPNP-DID Interim Rates)

**INTERCONNECTION AGREEMENT
BETWEEN ACSI AND BELL SOUTH COMMUNICATIONS**

Pursuant to this Interconnection Agreement (Agreement), American Communication Services, Inc. on behalf of its local exchange operating subsidiaries identified on Attachment A as it shall be amended from time to time (collectively "ACSI"), and BellSouth Telecommunications, Inc. (BellSouth) (collectively, "the Parties") agree to extend certain interconnection arrangements to one another within each LATA in which they both operate. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties which the Parties believe is not inconsistent with Sections 251, 252 and 271 of the Telecommunications Act of 1996.

I. RECITALS AND PRINCIPLES

WHEREAS, BellSouth is an incumbent local exchange telecommunications company (ILEC) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, ACSI is a competitive local exchange telecommunications company (CLEC) which is authorized or plans to become authorized to provide local telecommunications services in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee; and

WHEREAS, the interconnection and interoperability of the Parties' respective local networks is required to facilitate the introduction of local exchange service competition and fulfill the objectives of the Telecommunications Act of 1996 (Telecommunications Act); and

WHEREAS, universal connectivity and interoperability between competing telecommunications carriers is necessary for the termination of traffic on each carrier's network; and

WHEREAS, the Parties intend that BellSouth should unbundle certain basic network elements and make them available for purchase by ACSI; and

WHEREAS, the Parties agree that this Agreement shall be filed with the appropriate state commissions in compliance with Section 252 of the Telecommunications Act;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACSI and BellSouth hereby covenant and agree as follows:

C. Order Processing

- C.1 ACSI shall place orders for unbundled loops (and other network elements) through completion and submission of the Service Order form specified in the FBOG. The installation time intervals which shall apply thereto are as expressed in subsection IV.D hereafter.
- C.2 Order processing for unbundled loops shall be mechanized, in a form substantially similar to that currently used for the ordering of special access services. Automated interfaces shall be provided into a centralized operations support systems database for determining service availability on loops (e.g., ISCON), confirmation of order acceptance and ongoing order status. If made available by BellSouth to any other telecommunications carrier, automated interfaces shall be provided in a centralized operations support systems database for installation scheduling, confirmation of circuit assignments and completion confirmation.
- C.3 Particular combinations of elements, hereafter referred to as combinations, identified and described by ACSI can be ordered and provisioned as combinations, and not require the enumeration of each element within that combination in each provisioning order, consistent with OBF or other mutually agreed upon procedures.
- C.4 Appropriate ordering/provisioning codes will be established for each identified combination, consistent with OBF or other mutually agreed upon procedures.
- C.5 When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional (except for the integrated SLC).
- C.6 When the open network access platform is available, BellSouth will provide ACSI with the ability to have the BellSouth end office AIN triggers initiated via an appropriate service order from ACSI.
- C.7 ACSI and BellSouth will negotiate in good faith to create a mutually acceptable standard service order/disconnect order format, consistent with OBF or other mutually agreed upon procedures.
- C.8 BellSouth shall exercise best efforts to provide ACSI with the "real time" ability to schedule installation appointments with the customer on-line and access to BellSouth's schedule availability beginning in the second calendar quarter of 1997. In the interim, BellSouth will install unbundled loops and other network elements by the Customer Desired Due Date (CDDD) where facilities permit.

C.9 When available to any other telecommunications carrier or other customer, BellSouth shall provide "real time" response for firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by Local Service Office (LSO) (such as digital copper, copper analog, ISDN), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardies against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned. This applies to all types of service orders and all network elements.

C.10 The Parties will negotiate in good faith to establish expedite and escalation procedures for ordering and provisioning, including establishment of a process for ACSI to request the expedite an order on a customer's behalf.

D. Conversion of Exchange Service to Network Elements

D.1 Installation intervals must be established to ensure that service can be established via unbundled loops in an equivalent timeframe as BellSouth provides services to its own customers, as measured from the date upon which BellSouth receives the order to the date of customer delivery.

D.2 On each unbundled network element order in a wire center, ACSI and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30-minute window within which both the ACSI and BellSouth personnel will make telephone contact to complete the cutover.

D.3 Within the appointed 30-minute cutover time, the ACSI contact will call the BellSouth contact designated to perform cross-connection work and when the BellSouth contact is reached in that interval, such work will be promptly performed.

D.4 If the ACSI contact fails to call or is not ready within the appointed interval and if ACSI has not called to reschedule the work at least two (2) hours prior to the start of the interval, BellSouth and ACSI will reschedule the work order.

D.5 If the BellSouth contact is not available or not ready at any time during the 30-minute interval, ACSI and BellSouth will reschedule and BellSouth will waive the non-recurring charge for the unbundled elements scheduled for that interval.

- D.6 The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the ACSI collocation arrangement is 5 minutes. If BellSouth causes an Exchange Service to be out of service due solely to its failure for more than 15 minutes, BellSouth will waive the non-recurring charge for that unbundled element.
- D.7 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of ACSI.
- D.8 If ACSI has ordered Service Provider Number Portability (SPNP) as part of an unbundled loop installation, BellSouth will coordinate implementation of SPNP with the loop installation.
- D.9 The conversion/installation time intervals which shall apply to unbundled loops and other network elements shall be as expressed herein.

E. Service Quality

- E.1 At a minimum, the service quality of leased network elements should match that of BellSouth's own elements and conform to all Bellcore and ANSI requirements applicable to the type of service being provided. In addition, BellSouth will provide maintenance services on network elements purchased by ACSI which are timely, consistent and at parity with that provided when such elements are used for its own purposes.
- E.2 Maintenance support shall be available 7 days a week, 24 hours a day. Provisioning support shall be available at the same times at which BellSouth installs its own bundled local exchange services.
- E.3 Installation and service intervals shall be the same as when BellSouth provisions such network elements for use by itself, its affiliates or its own retail customers.
- E.4 In facility and power outage situations, BellSouth agrees to provide network elements leased by ACSI the same priority for maintenance and restoration as similar elements used by BellSouth for itself or its affiliates.
- E.5 The Parties agree that all interconnection arrangements and services will at a minimum be subject to technical standards which are equal to those that BellSouth affords to itself, other LECs or other telecommunications carriers. This must, at a minimum, include parity in: